

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: : Case No. 05-74493
Bradley T. Smith : Chapter 13
Debtor(s) : Judge Hoffman

**APPLICATION OF DEBTOR TO EMPLOY
ATTORNEY STEPHEN D. BROWN, ESQ.**

Now come the Debtor, through counsel of record W. Mark Jump, and hereby applies to the Court to employ attorney Stephen D. Brown, attorney at law, for the purpose of representing Debtor in the foreclosure case of First Federal Savings and Loan Association of Newark v. Indeed, Limited et. al, Case No. 09CV-10-14719, in the Franklin County Common Pleas Court.

The Debtor represents the following:

1. Stephen D. Brown, Esq. has been retained by Debtor for purposes of protecting his rights and interests (see attached Exhibit A).
2. Stephen D. Brown, Esq. is knowledgeable in matters involving state court foreclosure proceedings and Debtor's defenses and claims relating to the Plaintiff and Defendants named in the foreclosure case First Federal Savings and Loan Association of Newark v. Indeed, Limited et. al, Case No. 09CV-10-14719, in the Franklin County Common Pleas Court.
3. The Debtor submits that it is in the best interest of the Debtor and the Chapter 13 Estate for Debtor to assert his defenses and claims in the above referenced foreclosure case because failure to do so will prejudice the estate by limiting or eliminating the

proceeds from the contemplated sale of real property, which belong to the Chapter 13 estate. Debtor contemplates the automatic stay to be lifted for purposes of allowing Debtor to liquidate its claims and defend his interests.

4. The Debtor respectfully requests authority to employ Mr. Brown who is duly admitted to practice in the courts of the State of Ohio to represent the Debtor in all matters pertaining to the foreclosure case.

5. Stephen D. Brown, Esq. does not hold or represent an interest adverse to the estate, and are disinterested persons as defined by 11 U.S.C. §101(14).

6. Stephen D. Brown, Esq. has not received a retainer from Debtor; rather, the legal fee shall be billed at \$175.00 per hour of services rendered and subject to approval by this Court through proper fee application.

7. The customary and proposed hourly rates of compensation of Mr. Brown, his partners and associates are set out in his representation agreement, attached as Exhibit A.

8. WHEREFORE, Debtor prays for an Order appointing Stephen D. Brown, Esq. as attorney for the Debtor for purposes of representing Debtor's interest and the interest of the Chapter 13 Trustee in the pending foreclosure case.

Respectfully Submitted,

/s/ W. Mark Jump
W. Mark Jump (0062837)
Attorney for Debtor
Koffel & Jump
2130 Arlington Avenue
Columbus, OH 43221
(614) 481-4480

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: : Case No. 05-74493

Bradley T. Smith : Chapter 13

Debtor(s) : Judge Hoffman

NOTICE AND CERTIFICATE OF SERVICE

Debtor, Bradley T. Smith, through counsel of record W. Mark Jump, filed papers with the Court for an Application to Employ Special Counsel, Stephen D. Brown. If you do not want the court to grant the order sought, or if you want the court to consider your views on the application, then within 20 days from the service date on the motion, you or your attorney must: File with the Court a written request for a hearing, or if the court requires a written response, an answer, explaining your position at:

Clerk
U.S. Bankruptcy Court
170 N. High Street
Columbus, Ohio 43215.

Unless an objection to the motion is filed within time provided above, the court may decide that you do not oppose the application and may enter an order granting such motion.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Application and Official Form 20A was served upon the following parties on this 25th day of November, 2009.

SERVED ELECTRONICALLY:

U. S. Trustee's Office
170 N. High Street
Columbus, Ohio 43215

Frank M. Pees
Chapter 13 Trustee
130 E. Wilson Bridge Road, Suite 200
Worthington, Ohio 43085-6300

SERVED US MAIL:

Stephen D. Brown, Esq.
BrownLaw Limited
414 East Main Street
Lower Level
PO Box 244
Lancaster, OH 43130

Bradley T. Smith
26 Nottingham Rd.
Columbus, OH 43214

/s/ Stephen D. Brown, Esq. _____
Stephen D. Brown, Esq.
BROWNLAW LIMITED
414 EAST MAIN STREET
LOWER LEVEL
PO Box 244
LANCASTER, OHIO 43130

/s/ W. Mark Jump _____
W. Mark Jump (0062837)
Attorney for Debtor
Koffel & Jump
2130 Arlington Avenue
Columbus, OH 43221
(614) 481-4480

November 23, 2009

Bradley T. Smith

ENGAGEMENT LETTER

Dear Mr. Smith,

Thank you for selecting BROWNLAW LIMITED to represent your interests. I write to confirm the terms of our retention as counsel in connection with the First Federal Savings Loan Assoc v. Indeed Limited litigation matter. Experience has shown that the attorney-client relationship works best when there is an early, mutual understanding about the billing policies, charges and payment terms. Depending on the nature of the matters for which BROWNLAW is retained, BROWNLAW reserves the right to obtain co-counsel, after consultation with you, in order to represent your interests in the most effective and efficient manner. The information below describes the policies that will apply to the services BROWNLAW will provide.

Legal Fees

I will make every effort to provide services on an efficient basis. My billing rate is \$175.00 per hour.

I review the hourly billing rates on an annual basis to determine whether they remain appropriate for the services provided. This does not mean that rates will increase each year, but if our work on this engagement continues from one calendar year to the next, changes in individual hourly rates are likely to occur, which may affect the rates billed.

Costs and Disbursements

To the extent practicable, I allocate the costs of support systems in accordance with the usage by individual clients. Therefore, costs such as courier services, copying charges, mileage, travel expenses, and computer research services incurred for this engagement will be billed as expenses along with the fees for legal services.

In addition, out-of-pocket payments for filing fees, court reporter services, court costs, subpoena costs, witness fees, expert fees, investigation and the like, while payable to others, will be submitted to you for payment directly.

BROWNLAW

414 East Main Street • Suite 200 • PO Box 244 • Lancaster, Ohio 43130 • tel. 740.689.9620 • fax. 888.533.5007

sbrown@brownlawlimited.com

In the absence of mutually agreeable arrangements made in advance, if any balance due to the BROWN LAW becomes more than sixty (60) days past due, you agree that may discontinue providing any further services until all outstanding sums due are paid in full. In the event any balance due BROWN LAW becomes more than ninety (90) days past due, you acknowledge and agree that, subject to all applicable rules and requirements of the Ohio Code of Professional Responsibility, BROWN LAW may withdraw from further representing you in this and any other matter.

Retainer

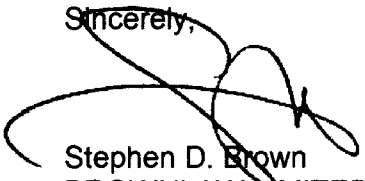
BROWN LAW does not require a retainer to begin the engagement. Should the matter proceed to a hearing or trial, BROWN LAW will require a "Trial Retainer" of an amount equivalent to the number of hours required to prepare for and to try the case multiplied by my hourly rate. The Trial Retainer will be due on or before nine weeks prior to the scheduled trial date. The Trial Retainer will be held in your trust account and applied to invoices as the case moves through trial. Should the Trial Retainer become exhausted, you agree to make timely payments as billed monthly. In lieu of the Trial Retainer, BROWN LAW may make special arrangements with you in advance and in writing and continue the monthly billing outlined above.

BROWN LAW reserves the right to pay open invoices from the Trial Retainer, which will be reflected on your statement.

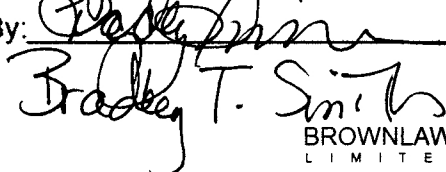
Conclusion

If the foregoing terms are acceptable to you, please sign this letter. Of course, if at any time you have any question about the billing policies or procedures or about a specific statement, please contact me as soon as possible. I look forward to working with you.

Sincerely,


Stephen D. Brown
BROWN LAW LIMITED

Accepted:

By:  11/24/09
Bradley T. Smith
BROWN LAW LIMITED

uncommon commitment